

# EXERSWIM®

Manufactured by Master Spas, Inc.

6927 LINCOLN PARKWAY, FORT WAYNE, IN 46804 800-860-7727



Portable Swim Current Generator

## LIMITED WARRANTY

THIS LIMITED WARRANTY IS EXTENDED TO THE ORIGINAL RETAIL PURCHASER OF A EXERSWIM:

**LIMITED WARRANTY:** Master Spas warrants to the original purchaser that the Exerswim will be free from defects in material and workmanship for a period of one (1) year from the date of the original retail purchase. The limited warranty covers parts and labor. The batteries are specifically excluded from this limited warranty and are not warranted by MasterSpas, Inc.

**LIMITATIONS:** This limited warranty applies to Exerswim manufactured by Master Spas, Inc. This limited warranty is extended only to the original purchaser. This limited warranty becomes void upon the transfer of ownership of the Exerswim. Cost of shipping the malfunctioning Exerswim to MasterSpas is the sole responsibility of purchaser. If it is determined by MasterSpas that the malfunction is caused by a defect in materials or workmanship of the Exerswim, the Exerswim will be repaired, or replaced and shipped back to the purchaser, shipping prepaid. MasterSpas will not accept the return of an Exerswim if it is shipped "freight collect." When shipping a defective Exerswim back to Master Spas, remove the batteries prior to shipping.

**EXCLUSIONS:** This limited warranty specifically excludes defects or malfunctions if it is determined that the Exerswim has been subject to misuse, alteration or attempted alteration, repairs or attempted repairs by a non-authorized representative of Master Spas, Inc., is an act of God or other damage from causes beyond the control of Master Spas, Inc. during the manufacturing process.

**WARRANTY REGISTRATION AND CLAIMS:** The original purchaser must send in a completed warranty registration card to Master Spas, Inc. or register on line at [www.ExerSwim.net](http://www.ExerSwim.net) within ten (10) days of the date of original purchase. In the event of a warranty claim of a defect or malfunction covered under the provisions of this limited warranty, the original purchaser must ship the Exerswim to Master Spas, freight prepaid, and provide a copy of the proof of purchase of the Exerswim. Master Spas will inspect and determine if the malfunction is covered under this limited warranty. If the malfunction is covered under this limited warranty, Master Spas will repair, or replace the defective Exerswim and return the repaired, or replacement Exerswim to purchaser, freight prepaid. If it is determined that the malfunction or defect is not covered under this limited warranty, Master Spas will contact the purchaser and provide an explanation as to why the malfunction is not covered under this limited warranty and provide a quote to either repair, or replace the malfunctioning Exerswim. Under such circumstances, purchaser will either elect to have the Exerswim repaired, replaced or the original Exerswim returned to purchaser, freight prepaid.

**DISCLAIMERS:** Master Spas neither assumes nor do we authorize any other person to assume for us, any other liability in connection with the sale of Exerswims manufactured by Master Spas. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER AND MASTER SPAS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM MISUSE OF THE EXERSWIM OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE EXERSWIM, WHETHER A CLAIM IS BASED UPON WARRANTY, (CONTRACT, NEGLIGENCE OR OTHERWISE. Some jurisdictions do not allow the exclusion of incidental or consequential damages, so this limitation may not apply to you.

To the extent permitted by applicable law, THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF (MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OTHERWISE all implied warranties are limited in duration to one (1) year from the original date of retail purchase. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

**WARRANTY REGISTRATION AND CLAIMS:** The original retail purchaser must send in a completed warranty registration card to Master Spas, Inc. or register on line at [www.masterspas.com](http://www.masterspas.com) within ten (10) days of the date of original installation. In the event of a warranty claim of a defect or malfunction covered under the provisions of this limited warranty, the original retail purchaser must notify the retail dealer who sold the spa or Master Spas within ten (10) days of the malfunction. Upon notice of a warranty claim, the dealer, or an authorized representative of Master Spas will inspect the spa in a reasonable time after the initial notification to determine if the malfunction or failure is a covered malfunction or defect under this limited warranty. If it is determined that the malfunction or defect is covered under this limited warranty, Master Spas through its dealer or an authorized representative will repair or replace the covered item in conformity with this limited warranty. Master Spas reserves the right for it's Dealer or Authorized Servicer to collect from the original retail purchaser travel expenses and access charges if the spa is not reasonably assessable for inspection, repair or replacement.

**DISCLAIMERS:** Master Spas neither assumes nor do we authorize any other person to assume for us, any other liability in connection with the sale of spas manufactured by Master Spas. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER AND MASTER SPAS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM MISUSE OF THE SPA OR CAUSED BY ANY DEFECT, FAILURE OR MALFUNCTION OF THE SPA, WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE. Some jurisdictions do not allow the exclusion of incidental or consequential damages, so this limitation may not apply to you.

To the extent permitted by applicable law , THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OTHERWISE all implied warranties are limited in duration to one (1) year from the original date of retail purchase. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

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